

INVITATION FOR BIDS

Fishlake National Forest Property In Richfield, Utah

Auction Summary

Richfield Center Street Warehouse
APNs: 1-35-8 (Tract 6) and 1-35-9 (Tract 7)

Sale Type: Online Auction

Start Date: August 5, 2010

End Date: TBD

Minimum Opening Bid: \$20,000.00

Registration Deposit: \$2,000.00

Bid Increment: \$500.00

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on "Featured Auctions" then select the property you are interested in to view and download Property Sales Information

Auction Site Web Page

<https://propertydisposal.gsa.gov>

Click on "Featured Auctions" then select the property you are interested in to view and download Property Sales Information

Sales Information

Realty Specialist: Hank Finch,
USDA Forest Service
Phone Number (801) 236-3429
e-mail: hfinch@fs.fed.us

Online Auction

<https://propertydisposal.gsa.gov>

Register and Submit Your Bid

Online Auction Assistance

David C. Burditt, Realty Specialist
(817) 978-0743 or (817) 978-4246

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: David C. Burditt, Realty Specialist
(817) 978-0743
E-mail: david.burditt@gsa.gov

Inspection Opportunities:

The Property will be open for inspection on the dates listed under *General Terms of Sale Paragraph 3. Inspection*, page 4.

TABLE OF CONTENTS

Property Description.....	Page 2
General Terms of Sale.....	Page 4
Important Instructions to Bidders.....	Page 7
Notices and Covenants.....	Page 12
Bidder Registration and Bid Form.....	Page 15
Registration Deposit by Credit Card Form.....	Page 17

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Richfield Center Street Warehouse is located on the Fishlake National Forest (NF) within the Town of Richfield, Utah, at 400 East Center Street. The Town of Richfield is in central Utah, approximately 160 miles south of Salt Lake City, Utah, and 165 miles north of St. George, Utah. Situated in Sevier County, Richfield is the County Seat with a population over 7,000. The Town of Richfield is located along Interstate 70 and just 30 minutes from I-15.

2. SALE PARCEL DESCRIPTION

The 0.528-acre property is comprised of two city lots located at 400 East Center Street in Richfield, Utah. The lots are identified in the Town of Richfield as APN 1-35-8 (0.264 acre) and 1-35-9 (0.264 acre). The site is located in a residential area which consists of one Warehouse building that over the years was used as a maintenance and sign shop, soils and water lab, fire cache, and general storage facility. The original 24' x 40' wood frame Warehouse was constructed in 1934. It was later expanded twice and currently measures 24'x178' (4,272 sf). The property is served by city sewer and water, and commercial power. Telephone and cable TV service are located nearby. Legal access to the property is via a paved city street, Center Street.

Disclosure: The current semi-industrial use is an existing non-conforming use in a residential area. A request to the Richfield City Zoning Administrator would need to be made for the continuance of this non-conforming use.

Waterline to Warehouse Site. Water service for the Warehouse is provided by a yard hydrant located outside the building. Water service beyond this yard hydrant to the building is no longer serviceable due to broken water pipes during a hard freeze several years ago. Water service has since been disconnected from this point and no longer services the interior of the building.

Lead Based Paint. There is lead based paint (LBP) that has weathered on the building exterior. In addition, the weathered paint has flaked off on to the ground and samples have indicated an elevated level in the soil. A LBP report was not completed or required under Housing Urban Development (HUD) requirements because the Property is not considered a residential unit. Section 504 (d) (3) of the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA) (P.L. 109-54, 119 Stat. 559-563; 16 U.S.C. 580d, as amended) (P.L. 109-54, 119 Stat. 559-563; 16 U.S.C. 580d, as amended) exempts the agency from abatement of LBP and asbestos containing materials (ACMs).

Asbestos Inspection and Tests. In 1990, the Warehouse was inspected for indicators of ACMs. The findings for the Richfield Center Street Warehouse indicated no known ACMs. Three additional samples were taken in 1993 within the Warehouse and came back with a "ND" for "None Detected." The method of analysis used was NIOSH 9002

Underground Fuel Storage Tank. There is a buried 1,500 gallon gasoline storage tank that was closed in place (sand filled) at the north end of the building in June 1971. This tank will not require a State of Utah Closure Notice from the State, per Rule R311-204-4, as it was closed prior to January 1974.

EDR Report. An EDR Radius Map Report with Geocheck was completed for this property on January 25, 2010, by Environmental Data Resources, Inc. This environmental database search report did not find any contamination or recognized environmental issues associated with the property or adjacent parcels.

CERCLA. Information regarding hazardous substance activity at this site is referenced in the Notices and Covenants portion of this IFB, beginning on page 12.

3. DRIVING DIRECTIONS

From Salt Lake City, Utah, travel south on I-15 towards Nephi, Utah. At Nephi, take the UT-28 / S. Main Street Exit, Exit 222. Take the ramp toward Levan/Gunnison/Salina/Richfield. Turn left onto 1-15 BR/UT-41 / UT-91 / S. Main St. / UT-28. Continue to follow UT-28. UT-28 becomes US-89. Merge onto I-70 W/US-89/UT-70 W toward Richfield. Take the I-70 BL Exit. Exit 40, towards Richfield. Turn left onto I-70 BL/UT-120. Turn left onto E 300 St N/UT-118/UT-119. Turn right onto N 400 E. Turn left on E Center Street. 400 E Center Street is on the right.

4. LEGAL DESCRIPTION

Salt Lake Meridian
T. 23 S., R. 3 W.,
Sec. 25, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Tract 6 - The W $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 3 in Block 7, Plat "B," Richfield Townsite Survey. Containing 0.264 acre, more or less.

Tract 7 - The E $\frac{1}{2}$ W $\frac{1}{2}$ of Lot 3 in Block 7, Plat "B," Richfield Townsite Survey, more particularly described as follows:

Commencing at a point 53.625 feet east of the northwest corner of said Lot 3, running thence east 53.625 feet; thence south 214.5 feet; thence west 53.625 feet; thence north 214.5 feet to Place of Beginning. Containing 0.264 acre, more or less.

Tracts 6 and 7 together contain 0.528 acre, more or less.

5. ASSESSOR'S PARCEL NOS.

Tract 6 - 1-35-8 (0.264 acre, more or less)
Tract 7 - 1-35-9 (0.264 acre, more or less)

6. EASEMENTS, ENCROACHMENTS, AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public

roads, and other rights-of-way, and the easements, reservations, rights, and covenants reserved by the Grantor herein.

7. UTILITIES

All public utilities are available to the Property, including water, sewer, electrical, gas, and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Water and Sewer – Richfield City Corporation,
75 East Center, P.O. Box 250, Richfield, UT
84701, Telephone – (435) 896-6439

Electricity – Rocky Mountain Power
201 South Main St., Suite 2300, Salt Lake City,
UT 84111, Telephone – (888) 221-7070

Trash and Garbage – White Sanitation
305 E. Annabella Road, Richfield, UT
Telephone – (435) 896-9212

Gas - Questar Gas
P.O. Box 45841
Salt Lake City, UT 84139
Telephone – (800) 323-5517

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" (IFB) as used herein refers to the foregoing IFB and its *Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits*, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the U.S. General Services Administration, Real Property Disposal Division, and are believed to be correct. Any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Inspection of the Property bid upon is the sole responsibility of the Bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities. The property will be open for inspection on Friday, July 9 and Saturday, July 10, from 9 am to 4 pm. If attending the scheduled open house is not possible, an appointment will need to be made ahead of time to view the interior of the Warehouse.

The Property may be inspected by appointment arranged in advance by calling Mr. Matt Vellinga

at (435) 896-1066. ***No one will be allowed access to the Property without the presence of a U.S. Forest Service employee.***

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will not be considered.

5. ZONING

The Property is zoned RM-11, Multiple Residential District.

The current use (semi-industrial) is an existing non-conforming use in a residential area. A request to the Richfield City Zoning Administrator would have to be made for the continuance of this non-conforming use.

Contact: Paul Hinrichs, Richfield City Building Administrator, (435) 896-6439

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the Bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this IFB or Sales Agreement.

6. CONTRACT

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale between the successful Bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without

the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall not be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its

obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The Government will, however, cooperate with the Purchaser or his/her authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds, and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances, and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all

instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense. A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: David C. Burditt, Realty Specialist
(817) 978-0743

17. OFFICIALS NOT TO BENEFIT

No member of or Delegate to the Congress, or Resident Commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration (GSA) employees are prohibited from bidding on the Property offered in this IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on August 5, 2010, at 9:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at <https://propertydisposal.gsa.gov> and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at <https://propertydisposal.gsa.gov>, with at least three business day's prior notice (see Paragraph 10, *Call for Final Bids*). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid is \$20,000. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site at <https://propertydisposal.gsa.gov>.

(2) Bidders must complete and submit the official Bid Form titled "*Bidder Registration and Bid Form for Purchase of Government Property*" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted

which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit for the Richfield Center Street Warehouse in the amount of \$2,000.00 will be required for the Parcel. The registration deposit must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are not acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Registration Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: <https://propertydisposal.gsa.gov>. Bidders must also complete, sign, and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 6, *User Identification and Password*), nor will your initial written bid be posted online. All registration deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed *Bidder Registration and Bid Form for Purchase of Government Property* and send, along with the required Registration Deposit, to:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: David C. Burditt, Realty Specialist
(817) 978-0743

If the Registration Deposit is to be provided by credit card, the Registration Deposit by Credit Card Form and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur any time prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, Bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or lesser amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, and the written bid has not been posted online by the registered Bidder, and the written bid is higher than the current high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter; b) one number; and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, <https://propertydisposal.gsa.gov>. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered Bidders may increase their bids by following the instructions at <https://propertydisposal.gsa.gov>. By submitting your bid through <https://propertydisposal.gsa.gov>, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids received through <https://propertydisposal.gsa.gov> are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time Zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at <https://propertydisposal.gsa.gov>. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at <https://propertydisposal.gsa.gov>. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, <https://propertydisposal.gsa.gov>

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, you should call GSA at (817) 978-0743 or (817) 978-4246. Bidders are urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another Bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least Five Hundred & No/100 Dollars (\$500.00) more than the previous bid in order to be considered for the subject property.

The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at <https://propertydisposal.gsa.gov>. In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, <https://propertydisposal.gsa.gov>. On that date at 2:00 p.m. Central Standard Time (CST), the clock starts for the High Bid. If no increased bid is received by 2:00 p.m. CST on the next business day, then bidding will close at 2:00 p.m. CST and consideration will be given to selling the property to the High Bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the High Bidder and bidding will close at 2:00 p.m. CST on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a Bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the Bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible Bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

15. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high Bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING, AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit may require rejection of the bid and forfeiture of Registration Deposit.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the

Purchaser's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration Deposits provided by credit card will be credited to the same account number provided.

d) Registration Deposits received from the two highest Bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest bidder. Refunds will be processed timely but may require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest Bidder will be the Backup Bidder. If the High Bidder is unable to consummate the transaction, the second highest Bidder's bid may then be considered for award. The Backup Bidder's Registration Deposit will be retained, without interest, until the first high Bidder has increased their initial Registration Deposit to the required 10% of the purchase price. Subsequently the Registration Deposit of the second-high Bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest Bidder, the Government reserves the right to negotiate with

the remaining Bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware, or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of Bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of Bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you cannot enter a bid at <https://propertydisposal.gsa.gov> then you should call GSA at (817) 978-0743 or (817) 978-4246 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

b) If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed:

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity at the Property by providing GRANTEE with the following reports and information: Land Transaction Screening Process Worksheets; Asbestos Analytical Report; and Underground Storage Tank Information.

B. CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), THE UNITED STATES OF AMERICA warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance and petroleum products on the Property has been taken before the date of this conveyance; and (2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

1) This covenant shall not apply:

(a) In any case in which Grantee, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) To the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its heir(s), successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) Results in a release or threatened release of a hazardous substance that

was not located on the Property on the date of this conveyance; OR

(ii) Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the GRANTEE as of the date of this conveyance.

2) In the event Grantee, its heir(s), successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) The associated contamination existed prior to the date of this conveyance; and

(b) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its heir(s), successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring

wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT

A. **Inspection.** There is LBP that has weathered on the building exterior. In addition, the weathered paint has flaked off on to the ground. Samples have indicated an elevated level in the soil. Section 504(d) (3) of the FSFREA (P.L. 109-54, 119 Stat. 559-563; 16 U.S.C. 580d, as amended) exempts the agency from abatement of LBP and ACMs.

A complete set of documents will be provided to the Purchaser prior to closing. Each bidder is strongly encouraged to review these documents, and perform any additional inspections desired prior to submitting a bid.

B. **Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of LBP and/or LBP hazards at any time prior to submitting a bid.

Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

C. **Abatement and Clearance.** Per the FSFREA (P.L. 109-54, 119 Stat. 559-563; 16 U.S.C. 580d, as amended) the Department of HUDs abatement requirements at 24 CFR Part 35 does not apply to the subject Property. If abatement (permanent elimination) of LBP hazards is desired by the Purchaser, the Purchaser is encouraged to hire a LBP abatement contractor certified by the U.S. Environmental Protection Agency (EPA) in accordance with 40 CFR 745.226.

3. ASBESTOS CONTAINING MATERIALS

In 1990 the Warehouse was inspected for indicators of ACMs. The findings for the Richfield Center Street Warehouse indicated no known ACMs.

In 1993 additional ACM samples were taken at three different suspect sites within the Warehouse. All sites came back with a "ND" for "None Detected."

4. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

A. No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain ACMs or is or is not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

B. The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property, and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

C. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's heir(s), successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP or ACMs on the Property which is the subject of this sale, whether the Purchaser, its heir(s),

successors or assigns, has or have properly warned or failed properly to warn the individual(s) injured.

D. The Purchaser agrees to comply with any and all applicable Federal, State, and local laws relating to the management of LBP and ACMs associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of LBP and ACMs. THE GRANTEE further acknowledges that THE UNITED STATES OF AMERICA has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

E. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or

local law, including but not limited to environmental and tort laws, with respect to (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by THE UNITED STATES OF AMERICA in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed. This covenant to indemnify, release, defend and hold harmless THE UNITED STATES OF AMERICA shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by THE UNITED STATES OF AMERICA in a court of competent jurisdiction.

For specific comments or questions relating to hazmat on this property, please contact Thomas R. Enroth, Environmental Engineer, USFS, at (801) 625-5794.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

SEND THIS FORM TO:

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: David C. Burditt, Realty Specialist
(817) 978-0743

PROPERTY: Richfield Administrative Site

PROPERTY CODE _____

REGISTRATION DEPOSIT: \$2,000.00

USER ID: _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. USDA-R-1639 including its *Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property*, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <https://propertydisposal.gsa.gov>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____ (INITIAL)

Richfield Center Street Warehouse, UT Amount Bid _____
Spelled Out _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____ of the
(Secretary or Other Title)

Corporation named as bidder herein; that _____ who signed this
(Name of Authorized Representative)

Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation that the said bid was duly signed
(Official Title)

for and on behalf of said Corporation by authority of its governing body and is within the scope of its
Corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

PROPERTY CODE _____

Property Address: 400 East Center Street, Richfield, UT 84701

SEND THIS FORM TO:

THIS FORM MAY BE SUBMITTED BY FAX TO:
(817) 978-2063

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: David C. Burditt, Realty Specialist
(817) 978-0743

REGISTRATION DEPOSIT: \$2,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the IFB Package and any Addendum(s). The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, pages 7 thru 11, Paragraph 5, *Bidder Registration*. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code: _____

Phone () _____ Fax: () _____

Signature: _____ Date: _____